

THE HIBERNIA BANK

MAIN OFFICE
201 CALIFORNIA STREET AT FRONT
SAN FRANCISCO, CALIFORNIA 94111

WRITER'S DIRECT DIAL NUMBER

7-233A024

JUL 20 1980
Date
Fee \$ 50.00

ICS Washington, D. C.

August 15, 1980

12124

RECORDATION NO. Filed & Recorded

Secretary
Interstate Commerce Commission
Washington, D. C., 20423

AUG 20 1980 - 12 00 PM

Re: Security Agreement ^{INTERSTATE COMMERCE COMMISSION} between The Hibernia Bank
and PLM Transportation Equipment Company

Gentlemen:

Enclosed please find a Security Agreement between
PLM Transportation Equipment Corporation and The Hibernia
Bank, to be filed and recorded with the Interstate Commerce
Commission, pursuant to Title 49, Code of Federal Regulation,
Chapter X, Part 1116.

are: The parties to the enclosed Security Agreement

Mortgagor: PLM Transportation Equipment Corporation
50 California St., Suite 300
San Francisco, Ca. 94111

Mortgagee: The Hibernia Bank
201 California Street
San Francisco, CA. 94111

AUG 20 1980
FEE COLLECTION BR.
100 C.

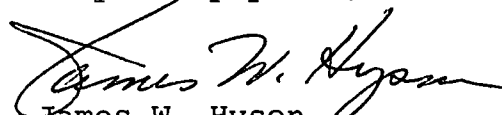
The equipment covered by the Security Agreement
consists of twenty rail freight cars, identified as follows:

PLEX 200 through PLEX 219, inclusive, formerly
known as:

RBNX 81085,	RBNX 80059,	RBNX 80399,	RBNX 80851,
RBNX 81080,	RBNX 81112,	RBNX 81058,	RBNX 81231,
RBNX 81232,	RBNX 81487,	RBNX 81118,	RBNX 81453,
RBNX 81294,	RBNX 81078,	RBNX 81417,	RBNX 81103,
RBNX 81444,	RBNX 350604,	RBNX 351143,	RBNX 363004.

Please record the enclosed Security Agreement and
return the original document to the undersigned.

Very truly yours,


James W. Hyson
Assistant Vice President

Interstate Commerce Commission
Washington, D.C. 20423

8/20/80

OFFICE OF THE SECRETARY

James W. Hyson
Assistant Vice President
The Hibernia Bank
201 California St. at Front
San Francisco, Calif. 94111

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/20/80 at 12:00pm, and assigned re-
recording number(s). 12124

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

July 28, 1980

MAIN #21

OFFICE

DATE

~~GOODS~~—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) security interest in all of the Collateral described in paragraph 3 and indicated in paragraph 4 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

1. BORROWER(S)

- a. PLM Transportation Equipment Corporation
Name _____ Social Security or Employer Number _____
- b. _____
Trade Name (if any) _____
- c. 50 California Street, San Francisco, CA 94111
Mailing Address _____ City _____ State _____ Zi _____
- d. 50 California Street, San Francisco CA 94111
Chief Place of Business _____ City _____ State _____ Zi _____
- e. _____
Residence (individuals) _____ City _____ State _____ Zi _____

2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)

THE HIBERNIA BANK, 201 California Street, San Francisco, CA. 94111

3. COLLATERAL DESCRIPTION (AND LOCATION):

20 Rail Freight Cars, identified as follows:

PLEX 200 through PLEX 219, inclusive, formerly known as:

RBNX 81085	RBNX 81231	RBNX 81417
RBNX 80059	RBNX 81232	RBNX 81103
RBNX 80399	RBNX 81487	RBNX 81444
RBNX 80851	RBNX 81118	RBNX 350604
RBNX 81080	RBNX 81453	RBNX 351143
RBNX 81112	RBNX 81294	RBNX 363004
RBNX 81058	RBNX 81078	

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INTERSTATE COMMERCE COMMISSION

4. COLLATERAL (OTHER): Indicated by Borrower's initials:

a. EQUIPMENT:

- _____ All other equipment now owned by Borrower.
- _____ All after acquired equipment.
- ☒ All accessions to equipment.

b. CROPS AND TIMBER UNDER CONTRACT TO BE CUT AND REMOVED:

- _____ All products (in unmanufactured state) of crops and timber.
- _____ All proceeds from crops and timber and products thereof.

c. LIVESTOCK:

- _____ All other livestock now owned by Borrower.
- _____ All after acquired livestock.
- _____ All increases of livestock.
- _____ All products (in unmanufactured state) of livestock.
- _____ All proceeds from livestock and products thereof.

d. FARM SUPPLIES:

- _____ All other farm supplies now owned by Borrower.
- _____ All after acquired farm supplies.
- ☒ All proceeds of the collateral.

5. PURCHASE MONEY SECURITY INTEREST:

☒ If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral.

6. INCORPORATION OF PROVISIONS ON REVERSE: All provisions on the reverse side are incorporated herein as if set forth fully at this point.

(S E A L)

Dated July 28, 1980PLM TRANSPORTATION EQUIPMENT CORPORATIONBy Douglas B. BibaultTitle President

SIGNATURE OF BORROWER(S)

SECURITY AGREEMENT

(BANK NOT TO BE IN POSSESSION)

I. WARRANTIES AND REPRESENTATIONS. Borrower warrants and represents that:

1. Borrower's Title—Except as specified herein, Borrower has, or upon acquisition will have, title to all Collateral and no other person, entity, agency, or government has or purports to have, or upon acquisition will have, any right, title, lien, encumbrance, adverse claim, or interest in any Collateral.
2. Borrower's Authority—Borrower has authority to enter into the Agreement and any person signing it on Borrower's behalf has been duly authorized to execute the Agreement for Borrower.
3. Information—Any and all information now or hereafter supplied to Bank by Borrower, or at Borrower's request or instruction is correct.

II. COVENANTS AND AGREEMENTS: Borrower covenants and agrees that:

1. Payment—Borrower will pay any of Borrower's Indebtedness to Bank promptly when due and Borrower will repay immediately and without demand, all expenses (including reasonable attorneys' fees, legal expenses and costs) incurred by Bank under the Agreement with interest at the legal rate from the date of expenditure.
2. Financial Condition—Borrower will not commence nor permit to continue any proceeding in bankruptcy, receivership, or similar proceedings concerned with involuntary liquidation, reorganization or dissolution or arrangements with creditors, nor will it commit any act of bankruptcy, nor make an assignment for creditors, or become insolvent.
3. Additional Information—Borrower will, upon Bank's demand, establish the correctness of any information supplied to Bank and will promptly notify Bank of any adverse changes in any information supplied to Bank and of any change in Borrower's residence, chief place of business or mailing address, and of any change of address to which notices should be sent.
4. Additional Documents—Borrower will execute any additional agreements, assignments or documents that may be deemed necessary or advisable by Bank to effectuate the purpose of the Agreement.
5. Location and Identification—Borrower will keep the Collateral separate and identifiable and at the location described herein and will not remove the Collateral from that location without the Bank's written consent.
6. Sale, Lease, or Disposition—Except as specified herein, Borrower will not, without written consent of Bank, sell, encumber or otherwise dispose of or transfer any Collateral or interest therein or permit or suffer any such disposition or transfer until the Indebtedness to Bank has been completely discharged.
7. Maintenance, Repair, Use and Inspection—Borrower will maintain and repair the Collateral; will use the Collateral lawfully and only within insurance coverage; will not use the Collateral so as to cause or result in any waste, unreasonable deterioration or depreciation; and will permit Bank to enter on Borrower's property and to inspect the Collateral at any reasonable time.
8. Cultivation and Animal Husbandry—If the Collateral is timber, crops or livestock, Borrower will protect and cultivate, or husband the Collateral using methods of cultivation and animal husbandry acceptable to Bank.
9. Insurance—Borrower will insure the Collateral, with Bank as Loss Payee, in form and amounts, with companies, and against risks and liability satisfactory to Bank and here by assigns the policies to Bank, agrees to deliver them to Bank at Bank's request, and authorizes Bank to make any claim thereunder, to cancel the insurance upon default, and to receive payment of and endorse any instrument in payment of loss or return premium or other refund or return.
10. Decrease in Value of Collateral—Borrower will, if in the Bank's judgment the Collateral has materially decreased in value, either provide enough additional collateral to satisfy the Bank or reduce the total indebtedness by an amount sufficient to satisfy the Bank.
11. Taxes, Assessments and Charges, Liens, Encumbrances—Borrower will pay when due all taxes, assessments, charges, liens or encumbrances now or hereafter affecting the Collateral, and, if the Collateral is on or attached to realty owned by Borrower, the realty on which the Collateral is located.
12. Defense of Title—Borrower at its own cost and expense will appear in and defend any action or proceeding which may affect the Bank's security interest in or Borrower's title to any Collateral.
13. Appointment of Bank as Attorney-in-Fact; Reimbursement—Borrower will and hereby does appoint Bank as Borrower's Attorney in Fact to do any act which Borrower is obligated by the Agreement to do, to exercise such rights as Borrower might exercise, to use such equipment as Borrower might use, and to collect such proceeds as Borrower might collect, all to protect and preserve Bank's rights hereunder and the Collateral. Borrower will immediately reimburse Bank for any expenses Bank may incur, while acting as Borrower's Attorney in Fact.
14. Endorser-Surety Satisfaction—Borrower will, if any present endorser, surety, or guarantor, dies or does any act described in covenant 2, either, at Bank's option, pay all of Borrower's Indebtedness or substitute an endorser, surety, or guarantor acceptable to Bank.
15. Purchase Money—Borrower will, if Bank, as indicated herein, gives value to enable Borrower to acquire rights in or the use of Collateral, use such value for such purpose.
16. Married Women—If any Borrower is a married woman, recourse may be had against her separate property for the Indebtedness.

III. REMEDIES: Borrower understands and agrees that in the event that: (a) Any warranty or representation is false or is believed in good faith by Bank to be false; (b) any covenant or agreement is violated; or (c) Bank in good faith deems itself insecure (because the prospect of payment is impaired; the prospect of performance of any covenant or agreement is impaired; or the value or priority of the security interest is impaired), Bank, in addition to any other rights or remedies provided by law or the Agreement, and to the extent permitted by law, may at its option:

1. Expenses—incur expenses (including reasonable attorney's fees, legal expenses and costs) in exercising any right or power under the Agreement.
2. Require Additional Collateral—demand that Borrower provide enough additional Collateral to satisfy the Bank.
3. Performance of Borrower's Obligations by Bank—perform any obligation of Borrower, and may make payments, purchase, contest or compromise any encumbrance, charge, or lien, and pay taxes and expenses.
4. Set-Off—exercise all rights of set-off and Banker's lien to the same effect and in the same manner as if no Collateral had been given.
5. Default—declare, without notice to the Borrower, that a default has occurred.
6. Acceleration—declare, without notice to the Borrower, that the entire Indebtedness is immediately due and payable.
7. Possession—if not then in possession of the Collateral, take possession of and protect the Collateral; require the Borrower or other person in possession to assemble the Collateral and make it available to Bank at a reasonably convenient place to be designated by Bank; render the Collateral unusable without removing it; and enter upon such lands and properties where the Collateral might be located.
8. Notice—notify other interested persons or entities of the default, acceleration and other actions of the Bank.
9. Suit, Retention or Disposition of Collateral, Application of Proceeds—sue the Borrower or any other person or entity liable for the Indebtedness; retain the Collateral in satisfaction of the obligation and Indebtedness; dispose of the Collateral; and apply the proceeds of disposition, including provision for reasonable attorneys' fees and legal expenses incurred by Bank; all as provided by law.

IV. RULES TO CONSTRUER AGREEMENT: Borrower understands and agrees that:

1. Time of Essence—Time is of the essence of the Agreement.
2. Waiver—Bank's acceptance of partial or delinquent payments or failure of Bank to exercise any right or remedy shall not be a waiver of any obligation of Borrower or right of Bank nor constitute a modification of the Agreement, nor constitute a waiver of any other similar default subsequently occurring.
3. Entire Agreement—The Agreement contains the entire security agreement between Bank and Borrower.
4. Assignments, etc.—The provisions of the Agreement are hereby made applicable to and shall inure to the benefit of Bank's successors and assigns and bind Borrower's heirs, legatees, devisees, administrators, executors, successors and assigns.
5. Law Governing—Subject to the terms hereof, this Agreement shall be construed and governed by the laws of the State of California.
6. Multiple Borrowers—When more than one Borrower signs the Agreement all agree:
 - a. Construction—that whenever "Borrower" appears in the Agreement it shall be "each Borrower."
 - b. Breach—that breach of any covenant or warranty by any Borrower may, at the Bank's option, be treated as a breach by all Borrowers.
 - c. Liability—that the liability of each Borrower is joint and several and the discharge of any Borrower, for any reason other than full payment, or any extension, forbearance, change of rate of interest, or acceptance, release or substitution of security or any impairment or suspension of Bank's remedies or rights against one Borrower, shall not affect the liability of any other Borrower.
 - d. Waiver—all Borrowers waive the right to require the Bank to proceed against one Borrower before any other or to pursue any other remedy in Bank's power.

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

CERTIFICATE FOR A CERTIFIED COPY

I, ELIZABETH MERICAS, a Notary Public in and for said State and County, do certify that on August 15, 1980, I carefully compared the attached copies of that certain Security Agreement by PLM Transportation Equipment Corporation in favor of The Hibernia Bank, dated July 28, 1980 with the true and original Security Agreement of same that I now hold in my possession. They are complete, full, true and exact copies of the document they purport to reproduce. Witness my hand and official seal.



Elizabeth Mericas
NOTARY PUBLIC